



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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|             |            |
|-------------|------------|
| CM/ACM      | <u>KS</u>  |
| Finance     | <u>DN</u>  |
| DA          | <u>✓</u>   |
| Risk Mgt.   | <u>DE</u>  |
| HR          | <u>N/A</u> |
| Comptroller | <u>MS</u>  |

## STAFF REPORT

BOARD MEETING DATE: July 28, 2015

**DATE:** June 29, 2015

**TO:** Board of County Commissioners

**FROM:** Gordon Northan, Architect AIA Project Manager, Engineering and Capital Projects, Community Services, 325-8255, [gnorthan@washoecounty.us](mailto:gnorthan@washoecounty.us)

**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**SUBJECT:** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Assessor's Office Remodel Project, [staff recommends Reyman Brothers Construction in the amount of \$172,105.00]; and direct the Comptroller's Office to make the appropriate budget adjustments. (Commission District 3.)

### SUMMARY

The tenant improvement remodel of the Washoe County Assessor's Office includes the creation of three new rooms for an office, a meeting/conference room, and a documents library. The scope of work includes new partitions, suspended T-bar ceiling modifications, fire alarm and sprinkler systems modifications, floor carpet covering and wall base, paint, electrical power outlets, data and IT systems modifications and addition to existing system for electronic conference boards, and mechanical (HVAC) systems modifications and additions. The lowest apparent responsible bidder is Reyman Brothers Construction in the amount of \$172,105.00.

Sealed bids for the Washoe County Assessor's Office Remodel Project were opened on June 23, 2015. The list of bids received for the project is as follows:

| WASHOE COUNTY ASSESSOR'S OFFICE REMODEL PROJECT |                     |
|---|---------------------|
| Bidder  | Amount              |
| Reyman Brothers Construction                    | \$172,105.00        |
| Sullivan Structures LLC                         | \$187,143.00        |
| <b>Engineer's Estimate</b>                      | <b>\$130,000.00</b> |

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

### PREVIOUS ACTION

This project was included in the FY15/16 Capital Improvement Plan which was approved by the Board on April 28, 2015.

**BACKGROUND**

As part of the relocation/consolidation of the Comptrollers, Risk Management, and Purchasing departments to the 2<sup>nd</sup> floor area of building D, the Assessor's office relinquished their 2<sup>nd</sup> floor area including office space, a file room and large conference room. This project provides for the tenant improvements needed in the Assessor's existing 1<sup>st</sup> floor area to replace/enhance those relinquished areas.

**FISCAL IMPACT**

This project was included in the FY 15/16 Capital Improvement Plan approved by the Board on April 28, 2015 and is funded entirely through the Assessor's Technology Fund-IN20280. Should the Board award this bid as recommended, budget adjustments will be required to move cash from the Assessor's Technology Fund to the Capital Improvement Fund and appropriation authority into the appropriate project:

|                                   |  |           |
|-----------------------------------|--|-----------|
| Increase Fund 270-IN20280-814092  | Transfer – Other Restricted                      | \$172,105 |
| Decrease Fund 270-IN20280-781008  | Assessor Tech Fee – Computers Capital            | \$172,105 |
| Increase Fund 402-PW920297-622270 | Transfer – Public Works Construction             | \$172,105 |
| Increase Fund 402-PW920297-781002 | Assessor – Tech Conference/Research Room Remodel | \$172,105 |

**RECOMMENDATION**

It is recommended that the Board of County Commissioners award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Assessor's Office Remodel Project, [staff recommends Reyman Brothers Construction in the amount of \$172,105.00]; and direct the Comptroller's Office to make the appropriate budget adjustments.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Assessor's Office Remodel Project, [staff recommends Reyman Brothers Construction in the amount of \$172,105.00]; and direct the Comptroller's Office to make the appropriate budget adjustments]."

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, acting through its Board of County Commissioners, hereinafter called the "County" and Reyman Brothers Construction, General Contractor, Nevada State License No. 12481C, hereinafter called the "Contractor".

### WITNESSETH:

That the County and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work described in the Specifications for "**WASHOE COUNTY ASSESSOR'S OFFICE REMODEL PROJECT, WASHOE COUNTY, NEVADA,**" prepared by the Department of Community Services, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within Forty Five (45) calendar days from the date that the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, FIVE HUNDRED dollars (\$500.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that the County has failed to appropriate or budget funds for the purposes specified in this agreement, or that County has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction. (NRS 244.320)

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Project Design Professional within seven (7) calendar days after the beginning of the delay; otherwise, they will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the County or the Project Design professional, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the contract time may be extended by change order for such reasonable time as the County may determine.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the County agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the County or its employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of contract time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish information, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of contract time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.
2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, or the completion of the whole work within the time specified.

3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the County, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the County shall, once each month, make an estimate of the total amount of work completed to date and the monetary value thereof and make a partial payment on the Contract.

The County shall pay, or cause to be paid, to a contractor the progress payments due under the contract within 30 days after the date the public body receives the progress bill. The County shall retain 10% of each progress payment during the first 50% of the contract to be performed. After the County determines that 50 percent of the work required by the contract has been performed, the County will retain no more than two point five percent (2.5%) of the progress payment, as long as the County determines that satisfactory progress is being made in accordance NRS 338.515

The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

County shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by County in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the County may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the County for a final inspection and acceptance of the work; if, in the County's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the County, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by County including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the County. Contractor shall submit proof satisfactory to the County that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The County shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Project Design Professional the amount of **One Hundred Seventy Two Thousand One Hundred Five dollars (\$172,105.00)**. This sum is to be paid in the manner and under the conditions here in before specified.

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the County a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the County, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by County. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), which are by this reference hereby incorporated into this Agreement and they are as fully set forth a part of the Agreement as if hereto attached or herein repeated:

- Notice to Contractors
- Scope of Work
- Instructions to Bidders
- Bid Proposal & Schedule
- Preferential Bidder Status
- Bid Bond
- General Contractor Information Form
- Five Percent List of Subcontractors
- Two Hour One Percent List of Subcontractors
- Affidavit of Non-Collusion
- Agreement Form
- General Conditions of the Contract
- Supplemental General Conditions
- Labor & Material Payment Bond
- Performance and Completion Bond
- Hazard Communication Program Contractor Communication Form
- Exhibit A - Public Works Construction/Indemnification and Insurance Specifications
- Drawings:
  - A0 GENERAL ARCHITECTURAL
    - D1 DEMOLITION PLAN
    - A2 FLOOR PLAN, REFLECTED CEILING PLAN
    - A3 DETAILS
    - M0.1 MECHANICAL SCHEDULE, NOTES, CONTROLS & LEGEND
    - M1.1 MECHANICAL DEMOLITION PLAN
    - M2.1 MECHANICAL FLOOR PLANS
    - E0.1 SYMBOL LIST, SPECIFICATIONS AND SCHEDULES
    - E0.2 ELECTRICAL SCHEDULES
    - E1.1 ELECTRICAL DEMOLITION PLAN
    - E2.1 POWER AND SIGNAL PLAN
    - E2.2 COMMUNICATIONS PLAN
    - E3.1 LIGHTING PLAN
- Addenda 1, 2, 3, and 4
- Change Orders
- Construction Change Directives
- Any amendments made hereto

In the event of any conflict between any of the Contract Documents, this contract shall be governed in accordance with the following order:

- a) This Agreement
- b) Detail Specifications
- c) Drawings
- d) General Provisions

**Article 9. Nondiscrimination.** In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this article constitutes a material breach of the Contract.

**Article 10. Veteran's Preference.** As provided in NRS 338.130, Contractor agrees as follows:

1. When persons are employed in the performance of this contract or in the construction of this public work, employment preference will be given, the qualifications of the applicants otherwise being equal:

(a) First: To persons who:

- (1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and
- (2) Are citizens of the State of Nevada.

(b) Second: To other citizens of the State of Nevada.

#### NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of Washoe County to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. In the event that the Contract sum as listed above exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00) or more due to a change order, Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the County, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the County, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A is included by reference. All conditions and requirements identified in this exhibit shall apply to any work completed under this Agreement.

Article 13. Alternative Dispute Resolution. In accordance with NRS 338.150, a mutually agreeable method of Alternative Dispute Resolution is required to be used for a dispute arising between the County and the Contractor engaged on this public works if that dispute cannot otherwise be settled. The parties must attempt to settle any such dispute by way of a mutually agreeable method of Alternative Dispute Resolution prior to commencing litigation in a court of competent jurisdiction.

Article 14. Termination. In addition to the other provisions of this Agreement, County has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by County in accordance with this provision, County agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

Article 15. Laws and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor, equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payment of sales

and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Washoe County, Nevada.

Article 16. Attorney's Fees and Costs. If either party hereto institutes any action or proceeding, whether for Alternative Dispute Resolution or an action in a court of competent jurisdiction due to a dispute arising out of this agreement, each party shall pay its own attorney's fees and neither party is entitled to receive an award of attorney's fees even if that party is considered to be the prevailing party. Costs may be allocated between the parties in accordance with Nevada law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF WASHOE, by:

\_\_\_\_\_  
Marsha Berkbigler, Chair  
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA    )  
                          ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me \_\_\_\_\_, as Chairman of the Washoe County Commission, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CONTRACTOR

STATE OF NEVADA    )  
                          ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me \_\_\_\_\_, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC